



DENTON COUNTY
ELECTIONS ADMINISTRATION

FRANK PHILLIPS, CERA
Elections Administrator

RANDIE GEISTMAN, CERA
Deputy Elections Administrator

March 14, 2011

Chief, Voting Section
Civil Rights Division
Room 7254-NWB
U.S. Department of Justice
1800 G Street, Northwest
Washington, D.C. 20006

**PLEASE DIRECT QUESTIONS
REGARDING THIS SUBMISSION TO
FRANK PHILLIPS AT 940-349-3200 OR
BY E-MAIL TO
frank.phillips@dentoncounty.com**

Re: Submission under Section 5 of the Voting Rights Act for clearance of the **Joint Election** (municipalities, independent school districts, and special/other districts) to be conducted on May 14, 2011 by **Denton County, Texas**.

Dear Sir:

In accordance with the provisions of Section 5 of the Voting Rights Act of 1965, as amended, the undersigned hereby submits for "preclearance" on behalf of the jurisdictions participating in the May 14, 2011 Joint Election. Specifically, we are requesting approval of the following:

1. **Conducting the Joint Election as authorized by Texas statute** (see Exhibit "A").
2. **Changes in Early voting polling locations** (see Exhibit "B").
3. **Changes in Election-day polling locations** (see Exhibit "C").

In regard to the holding and conducting of said elections, jurisdictions are governed by the provisions of the Texas Election Code, Local Government Code, Texas Education Code, and Chapter 1, Title 22, Revised Civil Statutes of Texas, and it is understood that the Secretary of State of Texas has previously submitted for clearance the various changes to such statutes which have occurred since November 1, 1972, which submissions are hereby incorporated by reference as a part of this submission.

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Furthermore, oral assistance and election materials for the election will be provided and printed in both English and Spanish in accordance with the provisions of the Federal Voting Rights Act of 1965, as amended, and State laws. One or more individuals fluent in the Spanish language will be available at each polling location to assist on the day of the election and during the period of early voting.

I trust your department will not object to the holding of the above referenced election and should any additional information be needed or required, please contact Frank Phillips, Denton County Elections Administrator, at 401 W. Hickory Street, Denton, Texas, 76201, 940-349-3200.

REQUEST FOR EXPEDITED CONSIDERATION

Pursuant to 28 CFR §51.34, the County requests that this submission be given expedited consideration.

Respectfully submitted,



Frank Phillips
Elections Administrator
Denton County, Texas

Enclosures

Attached Exhibits for May 14, 2011 Joint Election

A. State of Texas statutes relative to holding a Joint Election and the Joint Election contract.

B. Early Voting polling locations. Changes in polling locations will not affect members of any racial or linguistic minority differently from the way the general public is affected. Changes do not have the intent and should not have the effect of diluting the voting strength of any racial or linguistic minority.

C. Election Day polling locations. Changes in polling locations will not affect members of any racial or linguistic minority differently from the way the general public is affected. Changes do not have the intent and should not have the effect of diluting the voting strength of any racial or linguistic minority.

Exhibit "A"

The contract for a May 14, 2011 Joint Election is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code 11.0581, and is included as part of Exhibit "A".

Texas Election Code Section 31.092(a) and (c) state:

CONTRACT FOR ELECTION SERVICES AUTHORIZED. (a) The county election officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services, as provided by this subchapter, in any one or more elections ordered by an authority of the political subdivision.

(c) An election services contract need not be submitted to the commissioner's court for approval.

Texas Election Code Section 271.002 states:

JOINT ELECTIONS AUTHORIZED. (a) If the elections ordered by the authorities of two or more political subdivisions are to be held on the same day in all or part of the same territory, the governing bodies of the political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places, subject to Section 271.003.

(b) If an election ordered by the governor and the elections ordered by the authorities of one or more political subdivisions are to be held on the same day in all or part of the same territory, the commissioners court of a county in which the election ordered by the governor is to be held and the governing bodies of the other political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places, subject to Section 271.003.

(c) If another law requires two or more political subdivisions to hold a joint election, the governing body of any other political subdivision holding an election on the same day in all or part of the same territory in which the joint election is to be held may enter into an agreement to participate in the joint election with the governing bodies of the political subdivisions holding the joint election.

(d) The terms of a joint election agreement must be stated in an order, resolution, or other official action adopted by the governing body of each participating political subdivision.

(e) The document containing the joint election agreement shall be preserved for the period for preserving the precinct election records.

Texas Education Code Section 11.0581 states:

JOINT ELECTIONS REQUIRED. (a) An election for trustees of an independent school district shall be held on the same date as:

(1) the election for the members of the governing body of a municipality located in the school district;

(2) the general election for state and county officers; or

(3) the election for the members of the governing body of a hospital district, if the school district:

(A) is wholly or partly located in a county with a population of less than 30,000 that is adjacent to a county with a population of more than three million; and

(B) held its election for trustees jointly with the election for the members of the governing body of the hospital district before May 2007.

(b) Elections held on the same date as provided by Subsection (a) shall be held as a joint election under Chapter 271, Election Code.

(c) The voters of a joint election under this section shall be served by common polling places consistent with Section 271.003(b), Election Code.

(d) The board of trustees of an independent school district changing an election date to comply with this section shall adjust the terms of office of its members to conform to the new election date.

Exhibit "B"

Early Voting Locations

In the Joint Election anyone wishing to vote during early voting will be able to vote at any one of the 21 early voting locations spread across the county.

Changes in polling locations will not affect members of any racial or linguistic minority differently from the way the general public is affected. Changes do not have the intent and should not have the effect of diluting the voting strength of any racial or linguistic minority.

The early voting locations are listed below, and attached additionally as part of Exhibit "B" with location address and operating times.

Early Voting Polling locations unchanged since previous election:

- Carrollton Public Library
- Copeland Government Center
- Corinth City Hall
- Double Oak Town Hall
- Flower Mound Police and Courts Building
- Highland Village City Hall
- Joseph A. Carroll Administration Building
- Justin Municipal Building
- Krum ISD Administration Building
- Lewisville Municipal Annex
- Pilot Point ISD Administration Building
- Trophy Club MUD

Early Voting Polling locations added for the convenience of voters:

- Argyle Town Hall
- Aubrey ISD Admin. Building
- Lake Dallas City Hall
- Little Elm Town Hall
- Roanoke First Baptist Church

Early Voting Polling locations changed from previous location:

- Denton County Administrative Complex – previously Denton City Hall – 2.86 miles difference
- Sanger First Baptist Church – previously Sanger Community Center - .60 miles difference
- The Colony Government Center – previously Friendship Baptist Church – 1.78 miles difference

Exhibit "C"

Attached for reference are the election-day polling locations for the May 14, 2011 Joint Election.

The thirty-nine locations are located within the jurisdiction covered by the listed precincts, and combine jurisdictions for the convenience of voters. For the jurisdictions participating in the Joint Election, their voters can now vote in one location for races of overlapping entities. This is much more convenient and less confusing for voters.

Changes in polling locations will not affect members of any racial or linguistic minority differently from the way the general public is affected. Changes do not have the intent and should not have the effect of diluting the voting strength of any racial or linguistic minority.

THE STATE OF TEXAS
COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Denton County:

| | |
|--------------------------|---|
| Town of Argyle | Town of Ponder |
| Town of Bartonville | Town of Providence Village |
| Town of Copper Canyon | City of Roanoke |
| City of Corinth | City of Sanger |
| Town of Cross Roads | Town of Shady Shores |
| City of Denton | City of Southlake |
| Town of DISH | City of The Colony |
| Town of Double Oak | Town of Trophy Club |
| Town of Flower Mound | Town of Westlake |
| City of Fort Worth | Argyle Independent School District |
| City of Hackberry | Aubrey Independent School District |
| City of Hebron | Denton Independent School District |
| Town of Hickory Creek | Krum Independent School District |
| City of Highland Village | Lake Dallas Independent School District |
| City of Justin | Lewisville Independent School District |
| City of Krugerville | Little Elm Independent School District |
| City of Krum | Northwest Independent School District |
| City of Lake Dallas | Pilot Point Independent School District |
| City of Lewisville | Ponder Independent School District |
| Town of Little Elm | Sanger Independent School District |
| Town of Northlake | Mustang SUD |
| City of Oak Point | Trophy Club MUD 1 |
| City of Pilot Point | |

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 14, 2011 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 14, 2011.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Denton County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Denton County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Denton County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all electronic voting equipment testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Denton County Elections Administrator.

The Elections Administrator shall prepare a submission, on behalf of all participating authorities, to the United States Department of Justice for preclearance of the joint election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended. The Elections Administrator will provide to each participating authority a photocopy of the joint submission and any correspondence from the Department of Justice.

The joint submission prepared by the Elections Administrator will **not** include submission of information for any special elections held by the participating authorities. Participating authorities are hereby notified and encouraged to prepare their own submissions to the United States Department of Justice for special election procedures, or any changes that are specific to their own political subdivision.

By signing this agreement, each participating authority certifies that it has no unresolved preclearance or voting rights issues known to it that would preclude or delay Department of Justice preclearance of the joint election.

The Elections Administrator will file an amended submission to the United States Department of Justice in the event that any polling places are changed after the original submission is filed, including changes resulting from the withdrawal of one or more participating authorities pursuant to Section XII of this contract.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and

the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the May 14, 2011 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 14, 2010 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 14, 2011 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2000 Census shall have one or more election official who is fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on election day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, the County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), and other political subdivisions.

Early Voting by Personal Appearance shall be conducted exclusively on Denton County's eSlate electronic voting system. On Election Day, voters shall have a choice between voting on the eSlate electronic voting system or by a paper ballot that is scanned at the polling place using Denton County's eScan voting system only if a participating authority chooses to use both paper and electronic. Provisional ballots cast on Election Day will be cast only on the eSlate electronic voting system to prevent the possibility of paper provisional ballots from being immediately counted via the eScan ballot scanner.

Due to current limitations of the county's eScan ballot scanners, it is necessary that in the event ballot content for a particular participating authority or joint election ballot style is too lengthy to fit on a one page paper ballot, all election day voting for that particular authority or ballot style must be held on the county's eSlate voting system.

If a participating authority wishes to use both paper and electronic, the full cost of the paper ballot will be up to that participating authority at each polling location that is shared with other participating authorities that don't wish to have both paper and electronic. The number of paper ballots printed for Election Day voting shall be, at a minimum, equal to the same Election Day turnout as in the last comparable election plus 25 percent of that number, with the final number of ballots ordered per polling place or precinct adjusted upward to end in a number divisible by 50.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent

employees of the Denton County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide each participating authority a copy of the early voting report on a daily basis and a cumulative final early voting report following the election. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be distributed to each participating authority no later than 8:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

| | |
|---------------------------|---|
| Counting Station Manager: | Frank Phillips, Denton County Elections Administrator |
| Tabulation Supervisor: | Sara Tischler, Denton County Technical Operations Manager |
| Presiding Judge: | Randie Geistman |
| Alternate Judge: | Paula Paschal |

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central and remote counting stations and are tabulated. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Denton County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating entities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each participating authority unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

The Elections Administrator shall administer only the Denton County portion of the Town of Flower Mound's election.

The Elections Administrator shall administer only the Denton County portion of the City of Fort Worth's election.

The Elections Administrator agrees to administer the entire Lewisville election including that portion of Lewisville that is within Dallas County.

The Elections Administrator shall administer only the Denton County portion of Northwest ISD's election.

The Elections Administrator agrees to administer the entire Pilot Point ISD election including that portion of Pilot Point ISD that is within Cooke and Grayson Counties.

The Elections Administrator shall administer only the Denton County portion of the City of Roanoke's election.

The Elections Administrator shall administer only the Denton County portion of the City of Southlake's election.

The Elections Administrator shall administer only the Denton County portion of the Town of Trophy Club's election.

The Elections Administrator shall administer only the Denton County portion of the Trophy Club MUD 1's election.

The Elections Administrator shall administer only the Denton County portion of the Town of Westlake's election.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a participating authority between the original election and the runoff election, shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 14, 2011 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 18, 2011.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per election day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally

among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

If a participating authority's election is conducted at more than one election day polling place, there shall be no charges or fees allocated to the participating authority for the cost of election day polling places in which the authority has fewer than 50% of the total registered voters served by that polling place, except that if the number of registered voters in all of the authority's polling places is less than the 50% threshold, the participating authority shall pay a pro-rata share of the costs associated with the polling place where it has the greatest number of registered voters.

The participating authorities agree to share the cost of Early Voting. Allocations of costs is mutually agreed to be shared according to a formula which is based on the cost of all Early Voting polling locations being divided equally among the number of participating authorities.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating authorities that do not have a regular (non-temporary) early voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Each participating authority agrees to pay the Denton County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with any individual jurisdiction if the above formula results in a cost allocation that is inequitable.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus a cancellation fee of \$75.00.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Judge and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. Each participating authority agrees to pay the Denton County Elections Administrator a deposit of approximately 90% of this estimated obligation no later than 15 days after execution of this agreement. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 14, 2011 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

The total estimated obligation and required deposit for each participating authority under the terms of this agreement shall be as follows:

| Political Subdivision | Estimated Cost | Deposit Due |
|------------------------------|-----------------------|--------------------|
| Town of Argyle | \$2,209.55 | \$1,988.59 |
| Town of Bartonville | \$1,804.08 | \$1,623.67 |
| Town of Copper Canyon | \$1,484.01 | \$1,335.61 |
| City of Corinth | \$2,094.42 | \$1,884.98 |
| Town of Cross Roads | \$1,251.22 | \$1,126.10 |
| City of Denton | \$7,480.90 | \$6,732.81 |
| Town of DISH | \$1,380.82 | \$1,242.74 |
| Town of Double Oak | \$2,057.93 | \$1,852.14 |
| Town of Flower Mound | \$4,441.05 | \$3,996.94 |
| City of Fort Worth | \$3,502.89 | \$3,152.60 |
| City of Hackberry | \$1,792.23 | \$1,613.00 |
| City of Hebron | \$400.00 | \$360.00 |
| Town of Hickory Creek | \$2,144.29 | \$1,929.86 |
| City of Highland Village | \$2,976.26 | \$2,678.63 |
| City of Justin | \$1,694.57 | \$1,525.11 |
| City of Krugerville | \$1,309.15 | \$1,178.24 |
| City of Krum | \$1,699.43 | \$1,529.49 |
| City of Lake Dallas | \$2,956.68 | \$2,661.02 |
| City of Lewisville | \$4,259.88 | \$3,833.89 |
| Town of Little Elm | \$4,393.38 | \$3,954.04 |
| Town of Northlake | \$1,788.40 | \$1,609.56 |
| City of Oak Point | \$1,475.67 | \$1,328.10 |
| City of Pilot Point | \$1,286.88 | \$1,158.19 |
| Town of Ponder | \$1,558.66 | \$1,402.80 |
| Town of Providence Village | \$1,483.40 | \$1,338.03 |
| City of Roanoke | \$2,131.80 | \$1,918.62 |
| City of Sanger | \$2,598.93 | \$2,339.03 |
| Town of Shady Shores | \$2,046.71 | \$1,842.04 |
| City of Southlake | \$1,399.57 | \$1,259.61 |
| City of The Colony | \$4,142.48 | \$3,728.23 |
| Town of Trophy Club | \$1,823.92 | \$1,641.52 |
| Town of Westlake | \$400.00 | \$360.00 |
| Argyle ISD | \$3,368.30 | \$3,031.47 |
| Aubrey ISD | \$3,934.89 | \$3,541.40 |
| Denton ISD | \$12,773.78 | \$11,496.40 |
| Krum ISD | \$2,739.82 | \$2,465.84 |
| Lake Dallas ISD | \$4,306.75 | \$3,876.07 |
| Lewisville ISD | \$23,796.07 | \$21,416.47 |
| Little Elm ISD | \$8,141.85 | \$7,327.67 |
| Northwest ISD | \$6,500.55 | \$5,850.49 |
| Pilot Point ISD | \$1,791.99 | \$1,338.03 |

| | | |
|------------------|------------|------------|
| Ponder ISD | \$2,595.71 | \$2,336.14 |
| Sanger ISD | \$3,651.43 | \$3,286.29 |
| Mustang SUD | \$3,586.56 | \$3,227.90 |
| Trophy Club MUD1 | \$1,781.77 | \$1,603.59 |

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Revised 2.10.2011 (4:10 p.m.)

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the ____ day of _____, 2011 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the ____ day of _____, 2011 been executed on behalf of the **REPLACE WITH NAME OF POLITICAL SUBDIVISION HERE** pursuant to an action of the **REPLACE WITH NAME OF POLITICAL SUBDIVISION'S GOVERNING AUTHORITY HERE** so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

FRANK PHILLIPS

ACCEPTED AND AGREED TO BY THE **REPLACE WITH NAME OF POLITICAL SUBDIVISION HERE**:

APPROVED:

ATTESTED:

TITLE OF PRESIDING OFFICER

TITLE OF PERSON ACTING AS SECRETARY



City and School Elections May 14, 2011

Early Voting Locations Dates and Times:

Monday - Saturday
Monday – Tuesday

May 2 - 7
May 9 – 10

8am – 5pm
7am – 7pm

Lewisville Municipal Annex
1197 W. Main Street, Lewisville

Carrollton Public Library
4220 N. Josey, Carrollton

Krum ISD Admin. Building
809 E McCart, Krum

Heritage Lakes Club House
3949 Village Blvd., Frisco

Justin Municipal Building
415 N. College, Justin

Highland Village City Hall
1000 Highland Village Rd. Highland Village

Joseph A. Carroll Admin. Building
401 W. Hickory, Denton

Corinth City Hall
3300 Corinth Pkwy., Corinth

The Colony Government Center
6301 Main, The Colony

Pilot Point ISD Admin. Building
829 S Harrison, Pilot Point

Aubrey ISD Admin. Building
415 Tisdell Ln., Aubrey

Flower Mound Police and Court Building
4150 Kirkpatrick, Flower Mound

Trophy Club MUD
100 Municipal Drive, Trophy Club

Double Oak Town Hall
320 Waketon, Double Oak

Copeland Government Center
1400 FM 424, Cross Roads

Argyle Town Hall
308 Denton St., Argyle

Lake Dallas City Hall
212 Main St., Lake Dallas

Little Elm Town Hall
100 W Eldorado Pkwy., Little Elm

Sanger First Baptist Church
705 S 5th St., Sanger

Roanoke First Baptist Church
209 N Pine, Roanoke

Denton County Administrative Complex
535 S Loop 288, Denton

Green locations are locations that are unchanged from the previous election.

Blue locations are locations that were changed because they are locations that are more convenient with better parking.

Orange locations are locations that are additions since the last election and were chosen for the convenience of voters. While these locations are new to this election, all locations have previously been used in other elections and are familiar to voters in those geographical areas.

| Poll Locations 2011 | Poll Address | Poll City | Poll Zip | C/A | Old location | Address | City | Zip | Reasoning |
|---|---------------------------|------------------|----------|----------|-------------------------|----------------|--------|-------|--|
| Pilot Point ISD Admin. Bldg. | 829 S. Harrison Street | Pilot Point | 76258 | | | | | | |
| Steven E. Copeland Gov. Ctr. | 1400 FM 424 | Cross Roads | 76227 | | | | | | |
| Aubrey ISD Admin. Bldg. | 415 Tisdell Lane | Aubrey | 76227 | Addition | | | | | new participant in this election but location has been used in other elections |
| First Baptist Church of Sanger | 708 S. 5th Street | Sanger | 76266 | Change | Sanger Community Center | 101 Freese St. | Sanger | 76266 | location more convenient with better parking. .60 miles from new location |
| North Branch Library | 3020 N. Locust Street | Denton | 76209 | | | | | | |
| Lake Dallas City Hall | 212 Main Street | Lake Dallas | 75065 | Addition | | | | | new participant in this election but location has been used in other elections |
| Corinth City Hall | 3300 Corinth Parkway | Corinth | 76208 | | | | | | |
| Peters Colony Elementary | 5101 Nash Drive | The Colony | 75056 | | | | | | |
| Denia Recreation Center | 1001 Parvin Street | Denton | 76205 | | | | | | |
| Lewisville City Hall | 151 W. Church Street | Lewisville | 75057 | | | | | | |
| Little Elm Town Hall Center | 100 W. Eldorado Pkwy | Little Elm | 75068 | Addition | | | | | new participant in this election but location has been used in other elections |
| North Lakes Recreation Center | 2001 W. Windsor Drive | Denton | 76207 | | | | | | |
| Frisco Lakes Village Center | 7277 Frisco Lakes Drive | Frisco | 75034 | Addition | | | | | new participant in this election but location has been used in other elections |
| Shady Shores Community Center | 101 Shady Shores Road | Shady Shores | 76208 | | | | | | |
| Hickory Creek Town Hall | 1075 Ronald Reagan Ave. | Hickory Creek | 75065 | | | | | | |
| Krugerville City Hall | 5097 Highway 377 South | Krugerville | 76227 | | | | | | |
| Oak Point City Hall | 100 Naylor Road, Suite B | Oak Point | 75068 | | | | | | |
| Heritage Lakes Clubhouse | 3949 Village Blvd | Frisco | 75034 | | | | | | |
| Martin Luther King Jr. Rec. Ctr. | 1330 Wilson | Denton | 76205 | | | | | | |
| Little Elm High School | 1900 Walker Lane | Little Elm | 75068 | Addition | | | | | new participant in this election but location has been used in other elections |
| Creekside Amenity Center | 900 Villa Paloma Blvd | Little Elm | 75068 | Addition | | | | | new participant in this election but location has been used in other elections |
| Carrollton Public Library | 4220 N. Josey Lane | Carrollton | 75010 | | | | | | |
| Camey Elementary | 4949 Arbor Glen Road | The Colony | 75056 | | | | | | |
| The Colony Government Center | 6301 Main Street | The Colony | 75056 | | | | | | |
| Rosemeade Recreation Center | 1330 E. Rosemeade Pkwy. | Carrollton | 75007 | | | | | | |
| Lewisville Municipal Annex | 1197 W. Main Street | Lewisville | 75067 | | | | | | |
| Memorial Park Recreation Center | 1950 B South Valley Pkwy. | Lewisville | 75067 | | | | | | |
| Highland Village Municipal Complex | 1000 Highland Village Rd. | Highland Village | 75077 | | | | | | |
| Flower Mound Police and Muni. Court Bldg. | 4150 Kirkpatrick | Flower Mound | 75028 | | | | | | |
| Svore Municipal Bldg. (Trophy Club MUD) | 100 Municipal Drive | Trophy Club | 76262 | | | | | | |
| Krum ISD Administration Bldg. | 809 E. McCart Street | Krum | 76249 | | | | | | |
| Justin Municipal Complex | 415 N. College Ave. | Justin | 76247 | | | | | | |
| Vivian Cockburn Municipal Bldg | 405 Shaffner Street | Ponder | 76259 | | | | | | |
| Roanoke City Hall | 108 S. Oak Street | Roanoke | 76262 | Addition | | | | | new participant in this election but location has been used in other elections |
| Argyle Town Hall | 308 Denton Street | Argyle | 76226 | Addition | | | | | new participant in this election but location has been used in other elections |
| Bartonville Town Hall | 1941 E. Jeter Road | Bartonville | 76226 | | | | | | |
| Bartonville Town Center | 2652 FM 407 E., Suite 125 | Bartonville | 76226 | Addition | | | | | new participant in this election but location has been used in other elections |
| Double Oak Town Hall | 320 Waketon Road | Double Oak | 75077 | | | | | | |
| Clara Love Elementary | 16301 Elementary Drive | Justin | 76247 | | | | | | |

- Location is same as last election
- Location is a change from last election
- Location is an additional location

From: Frank Phillips
Sent: Tuesday, April 12, 2011 1:57 PM
To: 'vot1973c@usdoj.gov'
Subject: submission #2011-1121

Please find the supplemental information attached regarding who withdrew from the May 14, 2011 Joint Election as originally submitted.

If you have any questions please do not hesitate to contact me at 940-349-3200.

Frank Phillips
Denton County Elections Administrator
940-349-3200

Entities Having Elections

May 14, 2011

Joint Contract (32)

Argyle
Aubrey ISD
Bartonville
Copper Canyon
Corinth
Cross Roads
Denton
DISH
Flower Mound
Fort Worth
Hackberry
Hebron
Hickory Creek
Justin
Krugerville
Krum ISD
Lake Dallas
Lewisville
Lewisville ISD
Little Elm
Little Elm ISD
Northwest ISD
Oak Point
Pilot Point ISD
Ponder
Ponder ISD
Sanger ISD
Shady Shores
Southlake
The Colony
Trophy Club
Trophy Club MUD 1

**Entities That Cancelled
May 14, 2011**

Joint Contract (13)

Argyle ISD
Denton ISD
Double Oak
Highland Village
Krum
Lake Dallas ISD
Mustang SUD
Northlake
Pilot Point
Providence Village
Roanoke
Sanger
Westlake